

**EMPLOYMENT CONTRACT BETWEEN
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AND CAMERON J. COX, EXECUTIVE DIRECTOR**

This employment contract (the "Contract") is entered into by and between the Bastrop Economic Development Corporation (referred to herein as the "BEDC"), a Texas not-for-profit economic development corporation organized and operated pursuant to the applicable laws of the State of Texas and Cameron Cox, an exempt, at-will employee, (referred to herein as "Employee"), pursuant to the terms and conditions set forth below as Executive Director of the BEDC. The BEDC and the Employee may be jointly referred to herein as the "Parties" and individually as the "Party".

WHEREAS, as the Employee of the BEDC, it shall be the responsibility of the Employee to use his best professional efforts to diligently assist, promote and facilitate the development of economic activity and recruitment of business to the City of Bastrop, Texas, and the Bastrop area; and

WHEREAS, the Board of Directors of the BEDC (the "Board") and the Employee believe that an employment agreement negotiated between the Board, on behalf of the BEDC, and the Employee can be mutually beneficial to the BEDC, the Employee, and the community they serve; and

WHEREAS, when appropriately structured, the Board and the Employee believe an employment contract can strengthen the Board-Executive Director relationship by enhancing the excellence and continuity of the management of the BEDC for the benefit of the community; and

WHEREAS, the Board, on behalf of the BEDC, desires to employ the services of the Employee, as the Executive Director of the BEDC ("Executive Director"), pursuant to the terms, conditions and provisions of this Contract; and

WHEREAS, the Employee has agreed to accept employment as the Executive Director, subject to the terms, conditions and provisions of this Contract.

NOW, THEREFORE, the BEDC and the Employee, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

- 1. Contract Term:** The term of this Contract shall be thirty-six (36) calendar months ("Term"), beginning on November 4, 2019 (the "Effective Date") and ending on October 31, 2022, unless otherwise extended by the mutual agreement of the Parties, as provided for herein ("Expiration Date"). The Parties agree that during each year this Contract is in effect, during the Employee's annual performance review the BEDC will evaluate the performance of the Executive Director. Executive Director shall notify the Board within sixty (60) days of this expiration date for a review of his work. At the expiration of the Term, the Board shall consider and may, at its discretion, approve a one-year extension to this Contract for year to year, which shall renew automatically unless terminated within sixty (60) days of the Expiration Date from year to year. Employee shall serve at the will and pleasure of the entire Board and nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Board, or Employee to terminate the employment of Administrator, subject to the terms of sections 12 and 13 of this Contract.
- 2. Duties/Oversight:** The Employee shall be assigned to perform Job Duties for and on behalf of the BEDC, said Job Duties to include those provided for in the attached Exhibit A and as lawfully required and assigned by the BEDC Board of Directors from time to time. In addition, Employee

shall be subject to the BEDC Personnel Policies (the "Personnel Policies") and under the direct supervision and control of the BEDC Board of Directors (the "Board"), with final authority and oversight to be provided by the Board. Notwithstanding that the Employee shall answer to the Board on policy and Board matters, the Employee shall work closely with, and shall make every effort to report to the City Manager on a regular basis concerning the BEDC and economic development in the Bastrop area. In addition, the Employee shall coordinate the economic development work of the BEDC with the economic development activities of the City, to facilitate a unified approach with business prospects and enhance the likely success of both entities in fostering economic growth in Bastrop.

3. Location of Employee's Primary Residence: The BEDC Board and Employee acknowledge that it is desirable to have Employee reside in the Bastrop area to be effective in his responsibilities as Executive Director. The parties further acknowledge that the employee shall be available in Bastrop during normal business hours (when not traveling on BEDC business) and for associated after-hour events such as City Council Meetings, Special Board Meetings and other community events in which the Director would be expected to attend to advance the interest of the BEDC's mission. The parties recognize family considerations that impact the Employee's ability to immediately relocate his permanent primary residence in the corporate limits of the City of Bastrop or within a 20-minute travel time to the City of Bastrop within Bastrop County. Accordingly, the Employee shall be provided a 20-month "grace period" before he shall relocate his primary residence pursuant to this section of the Contract. During the grace period, the Employee shall keep the Board regularly advised as to his efforts to relocate his residence including information such as engaging a realtor to sell his current residence, pending or accepted purchase agreement on his new residence, etc. Based upon good faith efforts of Employee to relocate his primary residence following the grace period in adherence with this section, the BEDC Board is willing to extend the deadline to relocate his residence if so requested for up to an additional 6-months (180 days) Employee shall continue to reside within the boundaries provided for herein during the Term of this Agreement and any successor extensions.

3.1 Relocation Assistance: Employee to secure three quotes to relocate and establish his primary residence in Bastrop, pursuant to Section 3 above. The BEDC shall pay amount not to exceed \$3,000.00, which shall serve as the Employee's relocation assistance payment at such time that he moves his household to Bastrop.

4. Compensation:

a) Base Salary: The gross annual base salary for the Employee shall be one hundred and twenty-five thousand and No/100 (\$125,000.00) per year. Such salary, less applicable deductions for withholding and taxes, shall be paid by the BEDC pursuant to the payroll policies of the City of Bastrop. in the same manner and on the same schedule as regular paydays of other City and/or BEDC employees and may be adjusted at the Board's discretion. This salary is compensation that will be provided to the Employee, in addition to the employment benefits noted in the Personnel Policies, or as set forth in this Contract.

b) Annual Review: The Board shall use its best effort to provide the Employee with a written evaluation and review of the Employee's performance on behalf of the BEDC on an annual basis at a time which is consistent with the budget process. Other periodic evaluations and reviews may, but are not required, be done at the discretion of the Board or upon the request of the Employee.

c) Benefits: The Employee shall be eligible for and receive employment benefits through the BEDC, pursuant to the same provisions that are provided to full time, exempt BEDC employees, as set forth in the City of Bastrop Personnel Policies, unless specifically otherwise stated in this Contract. In addition, the Employee shall receive the following contractually negotiated and agreed upon benefits:

- i. **Auto Allowance:** The Employee shall receive an auto allowance in the amount of \$500.00/per month. Employee may request Board approval of additional reimbursements for extraordinary travel expenses related to automobile travel using Employee's automobile, which additional expenses may be reimbursed to Employee at the discretion of the Board.
- ii. **Retirement Benefits:** The Employee's Retirement Benefits shall be available to Employee through the Texas Municipal Retirement System, as set forth in the Personnel Policies.
- iii. **Vacation:** Employee shall be credited with 15 days of paid vacation, front loaded upon appointment. Vacation shall not accrue beyond 25 days, with future accrual for vacation leave to be calculated as follows upon completion of:
 - Year 1 = 16 days
 - Year 2 = 17 days
 - Year 3 = 18 days
 - Year 4 = 19 days
 - Year 5 = 20 days
 - Year 6 = 21 days
 - Year 7 = 22 days
 - Year 8 = 23 days
 - Year 9 = 24 days
 - Year 10 = 25 days
 - Year 11 and any additional year = 25 days total
- iv. **Cell Phone:** Employee shall be entitled to use of a cell phone and other technological equipment approved by the Board, to be paid for by the BEDC.

5. Reimbursements:

5.1 Expenses related to entertaining potential and existing clients and of the BEDC and professional site selectors: During the budget process the Employee shall prepare an annual 'entertainment expense budget' for approval by the Board. In addition, the Employee shall prepare monthly 'expense account summaries' (i.e., expense report/with documentation) summarizing and documenting expenses incurred by the Employee in these endeavors, which shall be reviewed and approved by the Chair. Reasonable and customary entertainment expenditures, as documented by the Employee and after approval of same by the Chair, pertaining to entertainment of site selectors and potential or existing clients of the BEDC shall be reimbursed to the Employee by the BEDC.

The Parties acknowledge and agree that such expenses will not include the purchase of alcoholic beverages by the Employee, unless same are ordered by the guest and such purchases are beyond the reasonable control of the Employee. In those instances, the Employee shall not be liable and the BEDC shall pay (or reimburse) for same, when approved by the Chair and documented by the Employee.

The Employee acknowledges and understands that the Employee's expenses and reimbursements, including those related to entertainment, are audited by the City's auditor during the course of the City's annual audit.

5.2 Employee Travel: As approved by the Board during the annual budget process; the BEDC agrees to pay, or reimburse, the Employee for reasonable and customary expenses related to travel while on official business of the BEDC, upon Employee's submission of documentation and approval of such documentation and approval by the Board Chair. The Employee will use best efforts to travel by the most cost affordable means, taking into consideration, time, convenience, scheduling, work demands, and expense. Travel expenses shall be paid or reimbursed as per the BEDC's Personnel Policy regarding same, unless specifically otherwise approved by the Board Chair, for reasonable and customary travel expenditures.

6. Professional Development: The BEDC agrees to budget and pay dues for the Employee's membership in professional organizations that the Employee recommends as desirable for his professional growth and participation in the BEDC community and that the Board, at its sole discretion, agrees to pay. This includes annual State Bar of Texas dues and CLEs in an amount not to exceed \$1,500.00 per year with any said CLEs to be directed towards economic development related learning and legal studies.

The Parties also acknowledge that it is the stated goal of the BEDC to budget for and pay reasonable travel and training expenses related to the Employee's professional development, upon the concurrence of the BEDC that such expenditures are desirable, necessary and beneficial to the Employee and the BEDC, but only when such funds are available in the BEDC's budget, as developed in the annual budgeting process and as ultimately approved by the BEDC Board at its sole discretion. Such training may include, but shall not be necessarily limited to, those courses and seminars required to acquire and maintain the Employee's Certified Economic Developer (CEcD) designation.

7. Hours of Work: The Employee and the BEDC agree and acknowledge that the Employee is an at-will "exempt employee", as that term is used and defined in the applicable Federal and State employment, pay and wage standards, laws and regulations. Accordingly, the Employee is not eligible for 'compensatory time' accrual/pay and shall be expected to work the hours necessary to successfully fulfill the duties and obligations of the job and his position with the BEDC. Further, the Employee acknowledges that the proper performance of the duties associated with this position requires that he work extended hours, including time outside of the normal work day/week and, accordingly, Employee agrees to devote the time and effort necessary to fully, competently and properly perform the duties of Employee's employment and position.

8. Outside Employment: The Employee shall devote his full time and all professional efforts solely to the performance of Employee's duties with the BEDC. Other than occasional teaching, writing, or lecturing that is agreed upon by the Board in advance, the Employee shall not engage in outside employment or endeavors that would limit or otherwise negatively affect the Employee's performance of his duties for the BEDC, without prior, express written consent of the BEDC Board.

9. Conflicts/Investments: The Employee agrees and warrants that during the Term of this Contract and any extension hereto:

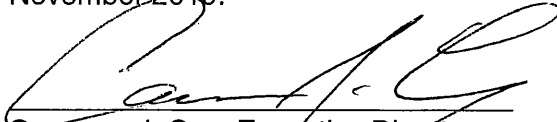
- i. except for the ownership of stocks that are publicly held and traded, he will not invest or participate in any business venture engaged in business in or with the City of Bastrop and/or BEDC, without the prior approval of the BEDC Board, and\
 - ii. except for property used or held for use as a personal residence, the Employee will not invest in any other real estate or real property improvements within Bastrop County, without prior express, written approval of the BEDC Board; and
 - iii. he will comply fully with all applicable Federal, State and local requirements concerning conflict of interest disclosures, ethics regulations, reporting regulation, ordinances and laws
- 10. Insurance:** The City of Bastrop is a member of the Texas Municipal League Intergovernmental Risk Pool and the BEDC agrees to cover Employee through the Intergovernmental Risk Pool to the extent that the City continues to maintain such existing insurance coverage, or equivalent, for insurance coverage for City officials acting within the scope of their employment with the City.
- 11. Termination for Cause:** The Parties agree and acknowledge that this Contract constitutes a contract of employment for a term specific and is only terminable at the end of its term or "for cause", as set forth herein. Cause for termination of this Contract, with no penalty, Severance Payment or cost to the BEDC, will occur in the event that the Board of Directors reasonably determines that the Employee has failed to perform up to the standards of the BEDC, as documented by a written performance evaluation done by the Board as set forth herein and provided to the Employee, or has engaged in one or more of the following acts of misconduct:
- (1) Breach, disregard, or neglect of this Contract, Employee's Job Duties, failure to follow policies of and lawful directions provided by the Board of Directors;
 - (2) Misapplication, misrepresentation and/or misuse, by or with the knowledge of the Employee, of BEDC records, confidential information, documents, funds or other assets that are entrusted to, accessible to, accessed by, or administered by the Employee;
 - (3) Violation of, or a knowing plan or attempt to violate, any Federal, State or local laws or regulations related to conflict of interests, ethics, or otherwise applicable provisions such as employment harassment, discrimination, fraud or knowing violations of the Government Code as it pertains to open government and public information;
 - (4) Acts or omission that are below the ethical and moral conduct and standard of the Bastrop community or the BEDC and/or activities that are related to misdemeanors, crimes, felonies, knowing or deliberate dishonesty, deception or misconduct; or
 - (5) Violation of the BEDC Personnel Policies and the City of Bastrop Code of Ethics Ordinance.
- 12. No Cause Termination and Severance Payment for Same.** In the event that the BEDC desires to terminate the employment of Employee, for any reason other than the 'for cause' reasons stated herein above, or for no reason, the Parties agree that the BEDC shall be required to pay the Employee, as severance compensation and upon Employee's compliance with Section 16 of this Contract, an amount equal to six months of the Employee's then current gross annual salary and pays monthly insurance premiums for six (6) months, less deductions, withholding and taxes (the "Severance Payment"). The Parties

agree that no other severance compensation shall be requested by the Employee or paid to Employee under Contract or any other provision of the BEDC Personnel Policies.

- 13. Confidentiality Provision.** The Parties acknowledge and agree that certain information and documentation obtained or developed by the BEDC related to its economic development opportunities (including, but not limited to confidential business information that may be provided to the BEDC by various business prospects that enter into discussions with the BEDC) may involve or contain the confidential, propriety business information of the prospect(s), individuals and/or the BEDC. Therefore, the Parties agree that they shall not disclose any such confidential and/or proprietary information to any third-party without the express written authority to do so, unless otherwise required by law or court order.
- 14. Non-Competition.** The Employee acknowledges that the relationship(s) that the BEDC will be developing through the efforts of the Employee, on behalf of the BEDC, with various business prospects has a special value to the BEDC. Thus, Employee agrees that upon termination or expiration of this Contract, Employee will not interfere, or attempt to interfere, with the relationships, existing or future business development work, or other economic development opportunities that have been initiated or otherwise have developed with any economic development prospect that was identified and contacted by either the Employee or the BEDC during Employee's employment with the BEDC. Additionally, the Employee agrees that upon termination or expiration of this Contract, Employee will refrain from contacting or otherwise communicating with businesses, groups, individuals or entities that are either located within one-hundred and fifty (150) miles of the Bastrop jurisdictional limits, that have been the subject of specific contact/recruitment by the Employee or BEDC or negotiation with the Employee or BEDC for the purposes of economic development opportunities or expansions in the Bastrop community, for a period of two (2) years, except as requested by the other Party, if applicable. Nothing in this Section shall limit the ability of the Employee to engage consultants in the future that he may have used during his tenure as Executive Director of the BEDC. The Parties agree that the loss arising from a breach or threatened breach of this provision cannot reasonably and adequately be compensated by money damages and will cause irreparable harm to the BEDC, for which a remedy at law would be inadequate. Accordingly, the Parties hereby agree that the Party harmed by the breach shall be entitled to injunctive or other extraordinary relief in case of any such breach or threatened breach without the necessity of proving irreparable harm or inadequacy of legal remedies of the posting of a bond or other security therefore, which shall, however, in no way limit any other rights, including the recovery of damages, which the Party may have at law or in equity.
- 15. Final Report upon Cessation of Employment:** At the time Employee's employment by the BEDC ends, whether by expiration or termination, the Employee shall provide the Board with a detailed written report setting forth up-to-date details concerning the business of the BEDC, specifically including information on any existing prospects, projects, proposal, contracts, etc. In addition, at cessation of employment, the Employee agrees and shall be contractually bound not to contact, directly or indirectly, any economic development prospect or project contact identified in the Final Report, for a period of one- year from date of cessation of employment with the BEDC. This section is a condition precedent to Employee receiving any Severance Payment.

EFFECTIVE DATE of November 4, 2019.

ACKNOWLEDGED AND AGREED TO by the undersigned and executed on this 4th day of November 2019.



Cameron J. Cox, Executive Director



Kathryn Nash, Board Chair